

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

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CHINA EXPORT & CREDIT INSURANCE CORP.	:	
a/s/o Ningbo Shindak Import & Export Co. Ltd.,	:	CM/ECF
	:	
Plaintiff,	:	Civil Action No.:
-against-	:	
	:	<b>Complaint</b>
INVENTEL LLC,	:	
	:	
Defendant.	:	<b>Jury Demanded</b>
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	x	

Plaintiffs China Export & Credit Insurance Corp. (“CECIC”) a/s/o Ningbo Shindak Import & Export Co. Ltd., through their undersigned attorneys, alleges as follows for its complaint against defendant Inventel, LLC upon information and belief:

**Parties**

1. At all material times, plaintiff CECIC was and is a foreign corporation engaged in trade-credit insurance<sup>1</sup> with its principal office located at Rm 514, Fengrong International Plaza, No. 18 Taipingqiao Street, Xicheng District, 100032, People’s Republic of China, and sues herein as a subrogated insurer, having paid the insurance claim of its policy holder Ningbo Shindak Import & Export Co. Ltd. (“Ningbo Shindak”) for moneys due from Inventel pursuant to the trade-credit insurance policy issued by CECIC to Ningbo Shindak.

2. At all material times, Ningbo Shindak was and is a foreign limited liability company engaged in manufacturing and international commerce with its principal office located at No.28, Pu Shun Road, Beilun Xiaogang Equipment Park, Ningbo City, Zhejiang Province,

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<sup>1</sup> A trade-credit insurer agrees to indemnify the policy holder, here Inventel, for losses arising from the policyholder’s customers’ nonpayment for goods and services. See *Ario v. Ingram Micro, Inc.*, 965 A. 2d 1194 (PA Sup. Ct. 2009).

People's Republic of China, and is an insured of CECIC. All members of Ningbo Shindak are located in the People's Republic of China.

3. Upon information and belief, Inventel LLC is a New Jersey limited liability company, with no members who are residents of the People's Republic of China. It maintains its principal place of business at 200 Forge Way, Unit 1, Rockaway, New Jersey 07866.

### **Jurisdiction and Venue**

4. Plaintiff repeats and re-allege the foregoing paragraphs as if set forth here at full length.

5. Upon information and belief, at all material times, Inventel ordered certain car camera products (hereinafter the "goods") from Ningbo Shindak, which is in the business of selling such goods for profit.

6. This court has jurisdiction because defendant:

- a. carries on a business in this state;
- b. maintains its principal place of business in this state;
- c. breached a contract in this state by failing to perform acts required by the contract to be performed in New Jersey – specifically, to pay for the goods.

7. This court possesses subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332(a), as there is diversity between a subject of a foreign state and a citizen of the State of New Jersey, and the amount in controversy exceeds \$75,000.00.

### **Background**

8. Plaintiff repeats and re-allege the foregoing paragraphs as if set forth here at full length.

9. This is an action to recover moneys due for the goods sold by Ningbo Shindak to Inventel pursuant to purchase orders submitted by Inventel.

10. In or about August 2018, Ningbo shipped the goods that were ordered to Inventel, for which Ningbo issued commercial invoices to Inventel totaling \$1,011,308.64. An authentic duplicate of the commercial invoices and bill of lading for the shipments are attached hereto.

11. Inventel failed to pay the full amount of the invoices despite demands by Ningbo Shindak for payment.

12. Upon information and belief, Inventel has sold or otherwise converted the above-shipped goods, without payment to Ningbo Shindak.

13. In or around February 2018, Ningbo Shindak reported the outstanding payment of Inventel to CECIC, its trade-credit insurer.

14. Inventel continued in its failure to make full payment after CECIC made a demand for payment of the debt due.

15. As of the date of this complaint, the accounts receivable due from Inventel with respect to the goods manufactured for and delivered by Ningbo Shindak to Inventel is \$1,011,308.64.

16. In July 2018, upon further demand for payment by counsel for CECIC, Inventel's representative and agent George Kachejian confirmed an outstanding amount of \$949,719.00, and further proposed an installment payment plan for that amount.

17. Inventel failed to make any payment, and the amount of \$949,719.00 remains due and outstanding.

18. CECIC, as the trade-credit insurer of Ningbo Shindak, has paid Inventel on the claim arising from Inventel's non-payment of the invoices in the amount of \$759,774.40.

19. Accordingly, CECIC is subrogated to the rights of Ningbo Shindak to the extent of the amount paid.

**First Cause of Action: Breach of Contract  
to Pay for Goods Delivered**

20. Plaintiff repeats and re-alleges the foregoing paragraphs as if set forth here at full length.

21. In exchange for the goods delivered by Ningbo Shindak, Inventel was obligated to pay Ningbo Shindak the outstanding amount of \$1,011,308.64.

22. Ningbo Shindak performed its obligations under the contract by shipping to Inventel the goods specified in the invoices.

23. Upon information and belief, Inventel received the shipments of the goods and accepted delivery without dispute.

24. Ningbo Shindak properly invoiced Inventel pursuant to the sales contract and practice at or about the time of shipment.

25. Inventel failed to make payments in full when due to Ningbo Shindak pursuant to the respective terms of each of the invoices.

26. CECIC, as the trade-credit insurer of Ningbo Shindak, has paid Ningbo Shindak on the claim arising from Inventel's non-payment of the invoices in the amount of \$759,774.40.

27. Accordingly, CECIC is subrogated to the rights of Ningbo Shindak to the extent of the amount paid.

28. By reason of the aforesaid, plaintiff sustained damages in the amount of \$759,774.40, due to Inventel's breach of contract.

29. By reason of the foregoing, Inventel is liable to the plaintiff with respect to the delivered goods in the total amount of \$759,774.40, plus attorneys' fees, and interest thereon.

WHEREFORE, plaintiff demands judgment against defendant: (a) for \$759,774.40; (b) for prejudgment interest at the statutory rate from the date of loss; (c) attorney's fees, costs and disbursements, and (d) for such other and further relief as this court deems proper and just.

Dated: New York, New York  
November 24, 2020

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